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July 11, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M. Street, NW, Room 222
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET NO. 96-83; AND PREEMPTION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS, IB DOCKET NO. 95-59.

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Insignia Management Group, L.P. provides property management services for multi-unit, residential apartment buildings with a portfolio consisting of a total of 1,284 properties or 213,433 units in 45 states and 608 cities. Consequently we have entered into hundreds of thousands of leases with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Rina Wernicki

No. of Copies rec'd _____
List ABCDE _____

Enclosures





Apartment Lease Contract



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a Binding Legal Document — Read Carefully Before Signing

Moving In — General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident (list all people signing the Lease Contract): _____

_____ and *us*, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. _____, at _____
_____ (street address) in _____ (city), Texas, _____ (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Guarantor(s).** If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty should be attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract): _____

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **CONTRACT TERM.** The initial term of the Lease Contract begins on the _____ day of _____, 19____, and ends at midnight the _____ day of _____, 19____. This Lease Contract will automatically renew _____ month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract. If you must give written move-out notice as required by paragraph 37.

4. **SECURITY DEPOSIT.** Your total security deposit for all purposes and for all residents, is \$_____, due on or before the date this Lease Contract is signed.

5. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other key(s) for _____. Keys must not be duplicated. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys.

6. **RENT; CHARGES.** You will pay \$_____ per month for rent, payable in advance and without demand: [check one]
☐ at the on-site manager's office, or
☐ at _____.

You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. Prorated rent to the first of

of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$_____ plus a late charge of \$_____ per day until paid in full. Daily late charges must not exceed 15 days for any single month's rent. You will pay a charge of \$_____ for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet restrictions of paragraph 27 (or our pet rules) will be \$_____ per day (not exceeding \$10 per day). You must not withhold or offset rent unless authorized by statute. Your apartment will be: ☐ furnished; or ☐ unfurnished.

7. **UTILITIES.** We'll pay for the following items, if checked:
☐ water; ☐ gas; ☐ electricity; ☐ cable TV;
☐ wastewater; ☐ trash; ☐ master antenna.

You'll pay for all other utilities, related deposits, and charges on utility bills connected in your name. You must not allow utilities to be disconnected — including disconnection for not paying your bills — until the Lease Contract term or renewal period ends. Cable channels that we provide may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, use only battery-operated lighting. If the apartment is submetered, we'll attach an addendum to this Lease Contract in compliance with Public Utility, Natural Resource Conservation, or Railroad Commission rules.

8. **INSURANCE.** We urge you to get your own insurance for losses due to theft, fire, smoke, water damage, and the like. You intend to [check one]:

☐ not buy insurance to protect against such losses; or
☐ buy insurance from your own agent to cover such losses.
If neither is checked, you will not have any insurance coverage.

9. **YOUR SECURITY RIGHTS. What We Must Provide.** Texas law requires that we provide, at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorknob lock or a keyed dead bolt lock on each exterior door; and (3) a pin lock, door handle latch, or security bar on each sliding glass door. After January 1, 1995, (or after September 1, 1995, for all new dwellings completed after that date) we must provide: (1) a keyless bolting device (keyless dead bolt lock) and doorviewer (peephole) on each exterior door; and (2) a pin lock plus a security bar or door handle latch on each sliding glass door. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You May Request. Subject to limitations, under Texas law you may at any time ask us to: (1) install a keyed dead bolt, keyless dead bolt lock, and doorviewer on all exterior doors; (2) install a pin lock and security bar on all sliding glass doors; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them unless the device is required by statute when occupancy begins.

What You Are Now Requesting. You now request (in addition to any existing security devices) the following:

☐ keyed dead bolt lock; ☐ sliding door pin lock;
☐ keyless dead bolt lock; ☐ sliding door security bar; or
☐ doorviewer (peephole); ☐ none of the above.

If no item is checked, then you request no additional security devices.

Repairs/Advance Payment. You must pay for all repairs arising from misuse or damage by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days late in paying for repairs or for painting or replacing a security device.

Nota Release. The reletting charge — which is neither a Lease Contract cancellation fee nor a buyout fee — does not release you from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain — particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. The reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, or cost of repairs or service caused anywhere in the apartment community by your or any guest's or occupant's improper use or negligence. Unless the damage or stoppage is due to our negligence, we're not liable for — and you must pay for — repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.
13. **CONTRACTUAL LIEN AND ABANDONMENT.** All property in the apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place — plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment, or Eviction. If you surrender or abandon the apartment (see paragraph 42) or are judicially evicted, we (or law officers) may remove and /or store all property remaining in the apartment or in common areas, including any vehicles you or any occupant or guest owns or uses.

Storage. We'll store property removed under a contractual lien. Except for pets and worthless property as provided below, we'll store all property removed from a surrendered or abandoned apartment. But we're not liable for casualty loss, damage, or theft. We have no duty to store property removed after judicial eviction; if we do store it, we're not liable for casualty loss, damage, or theft. In any event, you must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after judicial eviction or after surrender or abandonment, for all sums you owe; but our lien for property exempt under Property Code Sec. 54.042 is limited to removal, packing, and storage charges.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (as set forth below) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Sale or Disposition. If property is perishable (such as food, medicine, or plants) or worthless in our judgment, we may throw it away after surrender, abandonment, or judicial eviction. Pets removed after surrender, abandonment, or judicial eviction may be turned over to local authorities or humane societies. All other property that we remove and store may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.
15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by any signed written addendum, or by reasonable changes of apartment rules. If, at least 35 days before the Lease Contract term or renewal period ends, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us 30 days' written move-out notice under paragraph 37.
16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not liable to you for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- (1) If we give written notice to any of you when or after the Lease Contract begins — and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date — you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to a earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on your rental history for law-enforcement, governmental, or business purposes, we may provide it.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Penal Code Section 46.05; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; soliciting business or contributions; operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the apartment community; having or using glass containers in the pool area; and using candles or kerosene lamps.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may have illegally parked vehicles towed under an appropriate statute. A vehicle is prohibited in the apartment community if it:

- (1) has flat tires or other conditions rendering it inoperable;
- (2) has an expired license or inspection sticker;
- (3) takes up more than one parking space;
- (4) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (5) is parked in a marked handicap space without the legally required handicap insignia;
- (6) blocks another vehicle from exiting;
- (7) is parked in a fire lane or designated "no parking" area; or
- (8) is parked in a space marked for other resident(s) or unit(s).

22. **RELEASE OF RESIDENT.** Unless we've given a written release (under paragraphs 10 or 23), you won't be released from this Lease Contract for any reason — including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, or death.

23. **MILITARY CLAUSE.** Under the following circumstances, you may terminate the Lease Contract by giving us written notice:

- (1) if you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area or if you are relieved from active duty; or
- (2) if you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive quarters allowance from the military.

In either case, termination notice will effectively terminate the Lease Contract 30 days after the next monthly rent payment is due. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military deployment for base housing doesn't constitute a permanent change-of-station order. After move-out, you're entitled to return of your security deposit, less lawful deductions.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. You must read the Security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disconnect smoke detectors. You will be liable to us and others for any loss or damage from fire, smoke, or water if that condition arises from your disconnecting or failing to replace batteries, or from your not reporting malfunctions.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, and

any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, or guests in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report for our representative and for the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident-report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish; after that, you'll replace them at your expense with bulbs of the same wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE AND REQUEST — FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS — IT MUST BE IN WRITING TO OUR DESIGNATED REPRESENTATIVE** (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a nonemergency hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate.

If we consider fire or catastrophic damage substantial, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less deductions.

27. **PETS.** No pets are allowed (even temporarily) anywhere in the apartment or apartment community unless we've so authorized in writing, except for guide animals of disabled persons. If we allow a pet, you and we must sign a separate pet agreement. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. You must not feed stray animals. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to the charges, damages, eviction, and other remedies provided in this Lease Contract. (See paragraph 6 for

to a humane society or local authority. You must pay for the pet's reasonable care and kenneling charges. We have no lien on the pet for any purpose.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then repairers, servicers, or our representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease Contract) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including

hazardous materials) and items prohibited under our rules; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.

29. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, any one of multiple residents is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

30. REPLACEMENTS AND SUBLETTING. Replacing a resident or subletting is allowed *only when we consent in writing*. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent to the replacement or subletting, then:

- (1) a reletting charge *won't* be due;
- (2) an administrative (paperwork) fee *will* be due if authorized under owner's rules; and
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Credits. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and

future rent. If you move out early, we'll exercise customary diligence to relet.

Procedures. If we approve a replacement resident, then we may, at our option, require that either: (1) the replacement sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or to a security-deposit refund, but will remain liable for the rest of the original Lease Contract term unless we agree otherwise in writing.

31. DEFAULT BY OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under Section 92.056 of the Property Code only as follows: (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if: (1) you don't pay rent or other amounts that you owe; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any guest or occupant is arrested for a felony

other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term and renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Our right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.

Holdover. If you hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term — for up to one month from the date of notice of Lease Contract extension — by delivering written notice to you

General Clauses

33. INTERPRETING THIS LEASE CONTRACT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. All notices and documents may be in English or, at our option, in any language that you read or speak. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on page 1 invalidates this Lease Contract. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. We are not required to install a keyed bolting device or doorknob lock on an exterior door at our expense if the door meets the requirements of*

Section 92.153(f) of the Property Code which exempts secondary entry doors that contain keyless dead bolts. We are not required to install keyless bolting devices on your doors if we satisfy the requirements of Section 92.153(e) of the Code and we are expressly required or permitted to periodically check on your well-being or health.

- 34. PAYING SUMS DUE.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to your nonrent obligations, then to rent — regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- 35. TAA MEMBERSHIP.** We represent that: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us is, at the time of signing or renewing this Lease Contract, a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); we may not recover past or future rent or other charges; and will be in violation of the Texas Penal Code and the Texas Deceptive Trade Practices Act. Governmental entities may use TAA forms if the TAA agrees in writing.

Security Guidelines for Residents

36. SECURITY GUIDELINES. In cooperation with the Texas Apartment Association, we'd like to give you some important safety guidelines. The Texas Police Association and the Sheriffs' Association of Texas have approved these suggestions. Follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY — WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows — even while you're inside.
2. Use dead bolt locks on the doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. Be careful in giving out keys, gate cards, or lock combinations.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
10. Immediately report the following to the management — in writing, dated and signed:
 - any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - any malfunction of other safety devices outside your

14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate or spouse where you're going and when you'll be back.
17. Don't walk alone at night. Don't allow your family to do so.
18. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
21. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
22. While on vacation, have your newspaper delivery stopped — or have a friend pick up your newspaper daily.
23. While on vacation, have your mail temporarily stopped by the post office or picked up regularly by a friend.
24. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY — WHILE USING YOUR CAR

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
27. Don't leave your keys in the car.
28. Carry your key ring in your hand while walking to your car — whether it is daylight or dark and whether you are at home, school, work, or on vacation.
29. Try to park your car in an off-street parking area rather than on

When Moving Out

- 37. MOVE-OUT NOTICE.** You must give our representative at least 30 days' written move-out notice. Your move-out notice will not relieve you from liability for the Lease Contract before the end of the original Lease Contract term or the month-to-month renewal period. Your move-out notice terminates the Lease Contract [check one]:

- ☐ on the last day of the month following the next due date for rent; or
☐ on the exact day designated in the move-out notice but no sooner than 30 days after the notice.

If neither is checked, the second applies. Move-out notice given on the first suffices for move-out on the last day of the month. Oral move-out notice isn't sufficient and doesn't constitute notice. Use our written move-out form; if you don't, you must obtain from our representative written acknowledgment that move-out notice has been received. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23).

- 38. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and reletting charges under paragraphs 11 and 32. Before moving out, you must pay all rent through the end of the Lease Contract term or renewal period. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

- 39. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges — including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

- 40. MOVE-OUT INSPECTION.** You should meet with our representative for move-out inspection. Our representative has no authority to bind or limit us regarding deductions for damages, or charges. Any statements or estimates of damages, or charges, representative are subject to our correction, modification, or disapproval before final refunding or accounting.

- 41. OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs (beyond reasonable wear); replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open apartment when you or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false-security-alarm charges unless due to our negligence; government fees or fines against us for you, your occupant's or guest's not recycling; late-payment and returned-check charges; a charge (not to exceed \$100) for our or our representative's time and inconvenience in lawfully removing a pet or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due.

Under the following circumstances, we'll charge a fee: (1) if you don't return all keys on or before your actual move-out date; (2) if rent has been accelerated under paragraph 32; or (3) if you're judicially evicted or move out upon our demand because you've defaulted.

- 42. DEPOSIT RETURN; SURRENDER; ABANDONMENT.** We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise. You surrender the apartment on the date of the earlier of the following: (1) all keys have been turned in where rent is paid; or (2) the move-out date has passed and no resident or occupant is living in the apartment in our reasonable judgment. You abandon the apartment when: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed from the apartment; and (3) no one has been in the apartment for 5 consecutive days while the rent is due and unpaid. An apartment is also abandoned on the 10th day after the death of a sole resident. Surrender or abandonment ends your right of possession for all purposes, including reletting the apartment, damages, clean-up charges, removing property left in the apartment, and return of the security deposit. Surrender or abandonment doesn't affect our duty to give prorated credit for rent later received from others during the remainder of your Lease Contract term or renewal period.

Signatures, only Attachments

- 43. COPIES AND ATTACHMENTS.** This Lease Contract has been executed in multiple copies — one for you and one or more for us. Any of our rules, such as community policies and move-out cleaning instructions, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract:

- ☐ Apartment Rules or Community Policies, dated _____
☐ Inventory & Condition Form
☐ Move-Out Cleaning Instructions, dated _____
☐ Notice of Intent to Move Out Form
☐ Pet Agreement
☐ Repair or Service Request Form
☐ Lease Contract Guaranty
☐ Submetering Addendum (if submetered)
☐ Mastermetered Utility Allocation (information)
☐ Parking Permit or Sticker (quantity: _____)
☐ Written Instructions on Alarm Systems, dated _____

Resident or Residents (all sign below)

Owner or Owner's Representative (signs below)

Address and phone number of owner's representative for notice purposes
